

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant BGR Government Affairs 601 Thirteenth St. NW, Eleventh Floor South Washington D.C. 20005		2. Registration No. 5430
3. Name of Foreign Principal Royal Thai Embassy, Washington D.C.	4. Principal Address of Foreign Principal 1024 Wisconsin Ave., NW Washington D.C. 20007	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant Royal Thai Embassy, Washington D.C.		
b) Name and title of official with whom registrant deals Mr. Thanavit Sinhaseni, Chargés d'affaires, A.I.		
7. If the foreign principal is a foreign political party, state:		
a) Principal address N/A		
b) Name and title of official with whom registrant deals N/A		
c) Principal aim N/A		

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 01, 2012	Daniel R. Murphy, General Counsel	/s/ Daniel R. Murphy eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant BGR Government Affairs, LLC	2. Registration No. 5430
3. Name of Foreign Principal Royal Thai Embassy, Washington D.C.	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The foreign registrant will provide strategic counsel and tactical planning, advice and assistance on economic development and foreign policy matters before the United States government, Congress, select state governments, think-tanks and academic institutions. The foreign registrant will also provide public relations advice and assistance with United States media outlets.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Strategic government affairs and public relations services within the United States. This may include relevant outreach to U.S. government officials, state government officials, academia, news outlets and other individuals within the United States.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Facilitate communication between the Foreign Principal and U.S. government officials, state government officials, academia, news outlets and other individuals within the United States.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 01, 2012	Daniel R. Murphy, General Counsel	/s/ Daniel R. Murphy eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



WASHINGTON • LONDON

Ed Rogers
Chairman

September 14, 2012

Mr. Thanavit Sinhaseni
Chargés d'Affaires, a.i.
Royal Thai Embassy, Washington D.C.
1024 Wisconsin Ave., NW
Washington D.C. 20007

Dear Chargés d'Affaires, a.i.:

We are delighted that the Royal Thai Embassy in Washington, D.C. (the "Embassy") has agreed to retain BGR Government Affairs, LLC ("BGR"). Please accept this letter of agreement (the "Agreement") to work on its behalf.

Scope of Work: BGR's representation will encompass providing strategic counsel, tactical planning and assistance on economic development and policy matters before the US Government, the US Congress, and select state governments, as well as academic institutions and think-tanks. BGR will also provide strategic public relations counsel as needed and as directed.

Fees & Term: In consideration for the services provided by BGR, the Embassy agrees to pay BGR a monthly professional fee of USD \$30,000 (thirty thousand U.S. Dollars) for services provided between September 14, 2012 and September 13, 2013.

Invoicing: BGR shall invoice the Embassy on the 13th day of every month starting from October 13, 2012, together with details of performed services and all required documentation on BGR's performed services during such period. The payment will be paid in full directly to BGR no later than fourteen (14) business days after receipt of the invoice and details of performed services and all required documentation. In case BGR fails to perform its duties, the Embassy may withhold the payment until BGR fulfills its obligations.

Performance Security: The Embassy shall retain five percent (5%) of each payment as a performance security. The accumulated retention shall be returned within fifteen (15) working days from the date BGR is free from its liabilities under this Agreement.

Termination & Cancellation: Either BGR or the Embassy may terminate the Agreement for any reason upon thirty (30) days written notice, with no further obligation, other than to pay such fees that have accrued up to and through the 30-day notice period.

In case BGR terminates this Agreement before any specific assignment is completed, BGR is obliged to complete such assignment. In case of any delay in the completion of such assignment, BGR shall pay a penalty to the Embassy on a daily basis at the rate of 0.01% of the total amount of professional fee of this Agreement until such assignment is completed.

BGR GOVERNMENT AFFAIRS
BGR PUBLIC RELATIONS
BGR CAPITAL & TRADE
BGR GABARA

The Homer Building • Eleventh Floor South • 601 Thirteenth Street, NW • Washington, DC 20005
Phone: (202) 333-4936 • Fax: (202) 833-9392

www.bgrdc.com

The Embassy may terminate this Agreement at any time if BGR has committed any breach of or failed to comply with or observe any provision of this Agreement. BGR shall be liable for all loss, damages, cost and expense arising out of its operation or performance or failure to perform its duties under this Agreement. In such case, BGR shall indemnify and hold harmless the Embassy and the officials, agents and employees for all loss, damages, cost and expense, including all reasonable attorneys' fee arising thereof.

Confidentiality: BGR recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish to be kept confidential. The Embassy has the sole right to determine whether any information is confidential. BGR agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of a contract or afterwards, to the extent permitted by law. BGR shall consult the Embassy prior to any disclosure of information.

Entire Understanding: This Agreement contains the entire understanding between the Parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both Parties.

Please sign both copies of this Agreement and return one to us. We look forward to working on behalf of the Embassy.

BGR Government Affairs, LLC


Ed Rogers
Chairman

Date: Sept 14/12

Royal Thai Embassy in Washington, D.C.


Mr. Thanavit Sinhaseni
Chargés d'Affaires, a.i.

Date: 14 Sept. 2012

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